

***This document is a draft Request for Proposals for a future solicitation and is subject to change without notice.
This is not an advertisement.***



**REQUEST FOR PROPOSALS (RFP) No. 00181
FOR
OPERATION OF WATERSPORTS CONCESSION AT CRANDON PARK**

PRE-PROPOSAL CONFERENCE TO BE HELD:

**North Beach Biscayne Nature Center
4000 Crandon Blvd - Lot #1- at North Beach
Miami, Florida 33149**

**ISSUED BY MIAMI-DADE COUNTY:
Internal Services Department
for
Parks, Recreation and Open Spaces Department**

COUNTY CONTACT FOR THIS SOLICITATION:

**Contracting Officer: Yuly Chaux, CPPB
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4263
E-mail: ychaux@miamidade.gov**

PROPOSAL RESPONSES DUE:

INSERT DATE AND TIME

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Park, Recreation and Open Spaces Department ("PROS"), is soliciting proposals from experienced and capably financed entities to operate a water sports concession at Crandon Park ("Park") located at 6747 Crandon Boulevard, Miami, Florida. The type of water sports envisioned include stand-up paddleboard rentals and instruction, kite boarding rentals and instruction, kayak rentals and services normally associated with the water sports industry. Selected Proposer will have the right to sell non-alcoholic sports-type beverages and prepackaged snacks; however, no ice cream, cooking or food preparation of any kind will be permitted on the Site. All water sports concession operations shall be conducted in conformance with the Crandon Park Master Plan as such plan may be amended from time to time.

The County anticipates awarding a contract for a five year period, with two (2), two-year options to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:

Pre-Proposal Conference:

See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Deadline for Receipt of Questions:

Proposal Due Date:

See front cover for date and time.

Evaluation Process:

Projected Award Date:

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
4. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
5. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
6. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
7. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
8. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole

discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences and oral presentations before selection committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Evaluation/Selection Committee members or the Evaluation/Selection Committee as a whole are expressly prohibited. Any oral communications with Evaluation/Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.6 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.7 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.8 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

OPERATION OF WATERSPORTS CONCESSION AT CRANDON PARK

2.0 Scope of Services

The Licensee shall operate a water sports Concession at Crandon Park ("Park") located at 6747 Crandon Boulevard, Miami, Florida 33149 in accordance with the provisions of any agreement issued as a result of this solicitation. The water sports Concession area is located between pristine Bear Cut Nature Preserve and a world renowned swimming/sunbathing beach.

2.1 Background

Miami-Dade Parks, Recreation and Open Spaces (PROS) is one of the busiest and largest leisure service agencies in the United States. Each year, 25 million people use PROS's system to safely recreate, enjoy nature, become more physically fit, and to connect with neighbors, friends, and pets.

The Licensee shall provide a safe, high quality and customer-oriented operation with well-maintained equipment and experienced staff, and offer diverse programs and services normally associated with the water sports industry. The Licensee shall operate the Concession and supervise/instruct its customers in a manner that keeps beach patrons safe and so that its customers adhere to strict guidelines as it pertains to the protection/preservation of the ecologically sensitive Nature Preserve/sand dunes, and that fully conforms to the Crandon Park Master Plan ("CPMP"), as such plan may be amended from time to time.

Examples of services to be provided include the following:

- Stand-up paddleboard rentals and instruction.
- Kite boarding rentals and instruction.
- Kayak Rentals

2.2 **Site Description Watersport Activities Crandon Park:**

Operations at Crandon Park are to be based out of the North Concession building located at the north end of the Crandon Park beach area and shall include the surrounding beach and water area ("Site"). See attached Site Maps (Exhibits A1, A2 and A3 "Exhibits") – Crandon Kiteboarding area exhibits with information concerning the following:

2.2.1 Kayak and stand-up paddleboard Activities

The kayak and stand-up paddleboard designated launching/landing area shall be located east of the North Concession Building, between lifeguard towers #2 and #3 and marked by buoys. Rental customers for these activities shall be instructed to only enter/exit the water in this area and to stay clear of the swimming areas on either side of the launching/landing area. Kayak/paddle boarders will be instructed by the Beach Marshal to stay north of lifeguard tower 3, maintain a minimum distance of 300 feet (100 yards) from the shoreline at all times, and a maximum of 600 feet (200 yards) from shore. Rental kayaks and stand-up paddleboards may not travel south of the launching/landing area nor may they approach the shore anywhere along Crandon Beach other than the designated launching/landing area. Rental kayaks must stay clear of any group activity near the shore on field trips with the Nature Center. The Beach Marshal shall restrict areas where patrons may go based on their ability to return safely to the designated launch area.

A maximum of 15 stand-up paddleboards and 25 kayaks will be allowed on the water at any given time. These limitations may be reviewed by PROS at the request of the Licensee. The Licensee may seek PROS approval in advance for a temporary increase to accommodate special events.

2.2.2 Kiteboarding Activities

2.2.2.1 Kite boarders must possess a minimum of IKO and/or PASA Level 3 or above certification to kiteboard out of Crandon Park without an instructor.

2.2.2.2 Patrons enter through the north beach entrance paying the appropriate parking fee and checking in with Crandon Park Watersports Concessionaire.

2.2.2.3 The Kite Boarding is open daily. Kiteboarding hours of operation are covered under 2.9.1

2.2.2.4 Kiteboarding activity may not take place until a lifeguard is on duty in Lifeguard Tower 1, 2, or 3 and until a Beach Marshal is present to sign in patrons and ensure rules are followed. A Beach Marshal must be present before Kiteboarders may enter the designated Kiteboarding area and at all times during the Kiteboarding approved activity. Licensee shall require all members and daily kiteboarders to sign in before entering the designated kiteboarding area. The sign in/out sheet must include printed name, date, time in, time out, member number and description of the kite.

2.2.2.5 Kiteboarding activities stop when the Lifeguards leave the towers and must exit the Park by sunset as with all park patrons.

2.2.2.6 Kiteboarding activity may not take place until a Beach Marshal is present to sign in patrons and ensure rules are followed. A beach Marshal must be present before Kiteboarders may enter the designated Kiteboarding area and at all times during the Kiteboarding approved activity.

- 2.2.2.7 A maximum of 25 kite boarders shall be allowed in the water at any given time. These limitations may be reviewed by PROS at the request of the Licensee. The Licensee may seek PROS approval in advance for a temporary increase to accommodate special events.
- 2.2.2.8 It is the responsibility of the Licensee to maintain this control and advise others not to enter the water.
- 2.2.2.9 There shall be no activity/entrance (on shore, 600 feet from shore, 900 feet from swimmers/boaters, paddle boards, kayaks, groups on Nature Center field trips or Eco Adventures™ guided tours) of any/all Kiteboarders, including instructors, students and kiteboarding equipment allowed north of lifeguard tower #1, this area known as Bear Cut Preserve is a protected natural area. The Beach Marshal shall restrict areas where patrons may go based on their ability to return safely to the designated launch area.
- 2.2.2.10 Kiteboarding Entrance Procedures - Specifically
- 2.2.2.10.1 The kiteboarding designated launching/landing area shall be restricted to north of the North Concession Building, between lifeguard towers #1 and #2. Rental patrons or students taking lessons for this activity shall be instructed to only enter/exit the water in this area.
- 2.2.2.10.2 Kite boarders may travel either north or south, but must maintain a minimum distance of 600 feet (200 yards) from the shoreline at all times when not launching or returning to the shore (the Licensee will place marker buoys to mark the 600 foot minimum distance to aid kite boarders in maintaining a safe distance).
- 2.2.2.10.3 To the north of lifeguard tower 1, the Licensee shall direct kite boarders to stay east of a line of distinctive sandbars. Kite boarders must maintain a minimum of 900 feet (300 yards) from swimmers, boaters, paddle boards, kayaks, groups on Nature Center field trips or Eco Adventures™ guided tours.
- 2.2.2.10.4 For the safety of the beach patrons and the preservation of Crandon Park's Natural areas, Licensee will have a zero tolerance rule. Any/All Kite Boarders, including instructors and students, in the swimming area (South of Lifeguard Tower 2 on shore, 600 feet from shore, 900 feet from swimmers) or in the Bear Cut Nature Preserve (North of Lifeguard Tower 1 on shore, 600 feet from shore, 900 feet from swimmers) will be asked to leave for that day by the Licensee.

2.3 Qualifications/Training

The Licensee has:

- 2.3.1 Five (5) years of diverse experience in kite boarding, paddle boarding and water sports programs;
- 2.3.2 Knowledge of business operations and the legal requirements associated with this type of operation;
- 2.3.3 Experience in the design, permitting and operation of a water sports area;
- 2.3.4 Adequate financial capacity to develop the Site and maintain operations;
- 2.3.5 Ability to acquire and maintain required licenses to operate the water sports area;
- 2.3.6 Open Water Lifeguard Certification;
- 2.3.7 CPR/First Aid Certification;
- 2.3.8 IKO or PASA certification utilizing IKO or PASA certified instructors.
- 2.3.9 All Licensee's employees must be approved by MDFS Lifeguard Chief and the Crandon Park Manager before operating an ATV or watercraft. Additionally, the Licensee's employees who will operate motorized boats (for assisting with rescues and other emergencies, as required) shall complete the following:

PWC Vessel Training
 Approved ATV Training
 Safe Boating course (only applicable for boat operators)

Note: All required certifications must be in place prior to the start of operations of the water sports Concession. The required certifications are a continuing obligation of the Licensee throughout the duration of any agreement issued as a result of this RFP. A copy of the required certifications must be provided to PROS prior to the start of any watersports activities and kept

current.

2.4 **Staffing Requirements**

Management - One (1) Manager is required to be on Site during all hours of operation. The Manager must have the qualifications stated in Sections 2.3.2 through 2.3.9. Staffing levels may not include instructors. Instructors while with a student, act in the capacity of an instructor only, and cannot at the same time be a Manager, Bear Cut Preserve/Swim Area monitor, check in staff member, Concession Attendant, or Beach Marshal. -

2.4.1 Paddle Board and Kayaks minimum staffing levels before activity may begin are as follows:

2.4.1.1 Weekdays - The minimum staffing levels required to rent paddle boards and kayaks is one (1) interior Concession Attendant (Manager may be used as the Concession Attendant in this case only) and one (1) Beach Marshal that is required to be located on the beach at the launch and returning location.

2.4.1.2 Weekends/Holidays - The minimum staffing levels required to rent paddle boards and kayaks is one (1) interior Concession Attendant and one (1) Beach Marshal that is required to be located on the beach at the launch and returning location.

2.4.2 Kiteboarding minimum staffing levels before activity may begin are as follows (wind speeds are based on the Kite Surfing/U of M recorded wind speeds or those agreeable to Licensee and PROS):

2.4.2.1 Weekdays - Weekday wind speeds exceeding 12 mph requires a minimum of one (1) Beach Marshal to be located on the beach at the launch and returning location and one (1) Concession Attendant. Weekday wind speeds of 19 mph to 24 mph requires a minimum of one (1) Bear Cut Preserve/Swim area monitor, one (1) Beach Marshal that is required to be located on the beach at the launch and returning location, and one (1) Concession Attendant. Weekday wind speeds from 25 mph to 29 mph requires a minimum of one (1) Bear Cut Preserve/Swim Area monitor, one (1) check in staff member, one (1) Beach Marshal that is required to be located on the beach at the launch and returning location, and one (1) Concession Attendant

2.4.2.2 Weekends/Holidays - Weekend/Holidays wind speeds of 12 mph to 18 mph requires a minimum of one beach front sign in staff member, one (1) Beach Marshal, and one (1) Concession Attendant. Weekend/holiday wind speeds of 19 mph to 24 mph requires a minimum of one Bear Cut Preserve/Swim Area monitor, one (1) beach front sign in staff member, one (1) Beach Marshal, and one (1) Concession Attendant. Weekend/holiday wind speeds from 25 mph to 29 mph requires a minimum of one (1) Bear Cut Preserve/Swim Area monitor, one (1) check in staff member, one (1) Beach Marshal, one (1) Concession Attendant, and one (1) on Water Monitor.

2.5 **Operation and Quality of Services**

2.5.1 Licensee shall ensure that all patrons using kite boards, renting kayaks and standup paddle boards are of a sufficient skill level to adequately operate the craft, know how to execute proper safety procedures and are capable of returning to the designated area safely.

2.5.2 Detailed maps (Exhibits) clearly state the strict areas allowed for water sports activities. There is a zero tolerance protocol, enforced by the Licensee, for all individuals participating in water sports activities, who enter the Bear Cut Preserve, enter sand dunes, enter beach areas, ignore launching/landing designated areas or violate the distance from shore restrictions. Excessive winds, unfavorable winds, inadequately trained customers and staff, understaffing etc. are not valid excuses for violations of the strict operational rules. Strict compliance with the zero tolerance protocol will require the appropriate staffing levels and equipment (megaphones, 4 x 4 ATV, wave runner, etc.) for supervision of the Licensee's patrons. The water sports Concession shall close immediately if the Licensee is unable to supervise its patrons to a level acceptable to the Park Manager.

2.5.3 Individual kite boarders that come and practice their sport with their own equipment in the designated kite boarding area must follow the kite boarding safety guidelines set by Crandon Park. It shall be the duty and obligation of the Licensee to enforce those safety guidelines.

2.5.4 Licensee instructors shall provide adequate and proper kite boarding instructions to insure that participants are familiar with Crandon Park rules governing kite boarding and that they have an understanding of the basic skills necessary for

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kite boarding and can demonstrate those skills to the instructor's satisfaction. Licensee shall at all times maintain supervision on the beach to watch and ensure that kite boarders comply with all applicable rules and regulations regarding use of Crandon Park. Please refer to 2.2.2.1. above pertaining to requirement to kite boarding at Crandon Park without an instructor. Minimum Supervision/Staff requirements are weather dependent. Additional/more specific requirements are included in the attached Concession Agreement.

- 2.5.5 Licensee shall require all kayak renters, paddleboard renters, kite boarding members, daily guests, patrons that are renting kite boarding equipment from the Licensee and/or are obtaining kite boarding instruction from Licensee to sign a waiver and full release of liability form against the County, its agents and employees ("Waiver") which will be provided by the Licensee and approved by PROS. The Licensee shall provide a signed, updated monthly, set (copy) of full release liability forms at the Crandon Park office. New forms will be required to be signed by patrons on a yearly basis. The Licensee agrees to keep and store in a safe location all such Waivers for the entire term of this Concession Agreement and, at the expiration or earlier termination of this Concession Agreement, to deliver all such records to the PROS at Crandon Park Office.
- 2.5.6 Licensee shall require all kayak renters, paddleboard renters, kite boarding members, daily guests, patrons that are renting kite boarding equipment from the Licensee and/or are obtaining kite boarding instruction from Licensee to sign a detailed set of Crandon Park Kite Boarding Rules with map showing approved activity sites and prohibited areas provided by the Licensee and approved by PROS. The Licensee shall provide a signed, updated monthly, set (copy) of signed rules at the Crandon Park office. New forms will be required to be signed by patrons on a yearly basis. The Licensee agrees to keep and store in a safe location all such forms for the entire term of this Concession Agreement and, at the expiration or earlier termination of this Concession Agreement, to deliver all such records to the PROS at Crandon Park Office.
- 2.5.7 Licensee shall require all members, instructors, students and daily kite boarders to sign in before entering the designated kite boarding area between lifeguard tower 1 and 2 and out before leaving. The sign in/out sheet must include printed name, date, time in, time out, member number and description of the kite.
- 2.5.8 Provide an operation that is safe and customer-oriented with prompt complaint resolution by well-trained and professional staff.
- 2.5.9 Provide high quality customer service and reasonably adjust program and service offerings to meet customer demands, including establishing regular hours of operation, subject to approval by PROS.
- 2.5.10 Provide all services, and concessions prices must be approved in advance by PROS. Such services, types of concessions, and charges may be modified only by written request of the Licensee to PROS and upon approval by PROS. Such approval shall be in writing at least 30 days prior to implementation of the modification.
- 2.5.11 Pay for all operating expenses associated with the day-to day operations of the water sports area. This shall include utilities expenses. The Licensee shall pay to the County \$200.00 per month to cover utilities and trash removal.
- 2.5.12 Install and maintain signage in accordance with the Crandon Park Master Plan and Article 7, and as approved by PROS. At a minimum, signage shall include hours of operation, fees, map of permitted usage/prohibited areas and required safety requirements.
- 2.5.13 Supply, within 15 days of the Notice to Proceed date, and maintain an Operations manual to be approved by PROS.
- 2.5.14 Include in Operations Manual an emergency plan and hurricane plan, to include how the Licensee shall handle accidents, emergencies and how Licensee will secure the Site in the event of an emergency/hurricane.
- 2.5.15 Ensure that employees are distinctively uniformed and with name tags so as to be distinguishable as the Licensee staff and not PROS employees.
- 2.5.16 Promote the Park's offerings through marketing and the quality provision of all concession services with the highest level of service to the public. Promotional flyers or advertisements for special events shall include the Miami-Dade

County or PROS logo. The Licensee shall submit sample or mock-up of such publicity or materials to PROS for review and approval.

- 2.5.17 Enforce strict adherence to federal, state and local safety guidelines required for all water sports, including requiring participants to wear U.S. Coast Guard-approved life jackets for all water sports; chest protectors, break-away tethers and helmets while kite boarding, and making such safety gear available for use at an approved rental fee.
- 2.5.18 Ensure the water sports area remains in safe, clean, and usable condition on a daily basis, to include, but not be limited to, removing debris from the water sports area and shoreline, inspecting and maintaining all equipment, and maintaining the Concession area, as well as performing regular trash collection and maintenance of the Site and associated grounds, etc., as applicable, at its own expense.
- 2.5.19 Take proper care of the facilities and use the same in a careful manner and shall, at its own expense, repair PROS property or facilities damaged by its operations.
- 2.5.20 Store equipment on Site in designated areas only. PROS will not be responsible for any loss or damage of the Licensee's equipment or supplies.
- 2.5.21 Licensee may place up to 20 chairs and 2 tables (PROS approved) east of the North Concession Stand for their customers use. Tables and chairs may not be rented and must be removed from the beach before the close of business each day. Licensee will be responsible for cleanup and trash collection/removal from this area by the close of business each day.
- 2.5.22 The Licensee may use a water trampoline weekdays only during summer camps provided they have proper supervision and it is anchored in an area of adequate water depth per manufacture recommendation at low tide. The water trampoline must be removed before the close of business hours daily and stored off the beach. Additional usage of the trampoline may be granted by prior PROS approval.
- 2.5.23 The Licensee must keep an emergency access roadway open and clean of use in front of the North Concession Stand and between Lifeguard Tower 1 and 2. The Licensee must purchase and install orange cones designating the area. The Licensee is responsible for ensuring the setup of the cones each day, as well as monitoring that the cones remain in place.
- 2.5.24 Operator shall have the right to sell non-alcoholic sports-type beverages and prepackaged snacks at the permitted premises. No ice cream, cooking or food preparation of any kind will be permitted on Site. Additional food concession items may be granted with prior approval of PROS. Operator may sell equipment and supplies directly associated with approved activities. The currently approved activities include Kiteboarding, Paddle boarding and Kayaking. Operator shall submit a list of items in advance for approval of sale items.
- 2.5.25 Utilize an electronic cash register for all transactions. The cash register must have the ability to produce "Z" reports (i.e., sales totals for each day) and "X" reports (i.e., sales totals at any given time); run dual tapes, or have the ability to print out an itemized account of each transaction each day; and print the date and time on journal tape and on each individual sales receipt.
- 2.5.26 Develop a process for coordinating requests from the public or outside entities requesting use of the water sports area (e.g., for competitions, tournaments, or training purposes).
- 2.5.27 Employ a qualified, full-time on-Site Manager or designee who will be available during normal business hours and be on call, at all times, for emergencies or other matters related to the water sports area.
- 2.5.28 The Licensee's working staff will be afforded free parking per a bi-weekly schedule provided to the Park Manager in advance. Separate from the 2 vehicles allowed to be parked at the north concession stand, all additional staff members are required to park their cars in the parking lot.
- 2.5.29 Provide any additional services with associated fees by mutual agreement of the Licensee and PROS.

- 2.5.30 PROS reserves the right to schedule special events that may preclude the water sports area from operating during a given event. PROS will use reasonable efforts to notify the Licensee as early as possible of these special events, but in no event later than two weeks prior to the special event. PROS may also close the park during inclement weather conditions.
- 2.5.31 Removable sign(s) will be installed on-Site daily by the Licensee in accordance with Crandon Park Master Plan and Article 7 of the Charter of Miami-Dade County. Sign(s) will display: guidelines and boundaries, as well as registration requirements. Information signs shall be placed at the tollbooth North entrance and Crandon Park Office to remind patrons of necessary registration before riding and the maximum number of riders on the water. Signs shall be removed and stored at the time of closing.
- 2.5.32 All activities and operations of the Licensee must conform to and comply with Chapter 26, Park and Recreation Rules and Regulations and Article 7 of the Charter of Miami-Dade County, as well as the applicable rules and regulations of the Park.
- 2.5.33 Payment provisions are as stated in terms and conditions of the Agreement, including Articles 13, 14, 15, and 38 and any other payment related provisions therein. All paid activities occurring at the Concession or emanating from or utilizing Crandon Park in any way are considered part of Gross Receipts, as further defined in terms and conditions of the Agreement Article 26, for this Concession regardless of how the activity was arranged and includes via internet at any other location or through any other method.
- 2.6 **Background Screening**
In accordance with Miami-Dade County Ordinance No. 08-07 titled Chapter 26, Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act, all Licensee's personnel and volunteers that will provide any service at the Concession or related activities must be in compliance with the requirements set forth under the Act prior to the scheduled start of employment or volunteerism.
- 2.7 **Lifeguard Requirements**
Licensee shall prohibit staff Kiteboarding, member/patrons Kiteboarding, Kiteboarding Lessons, Kayaking, Paddle Boarding or any other PROS approved watersport activity in their area of responsibility, without a Miami Dade Fire Rescue Certified Lifeguard occupying Lifeguard Tower 1 and/or 2 and/or 3.
- 2.8 **Instructions/Lessons**
- The designated area for lessons is a minimum of 300 feet from shore utilizing the sand bar that lies east of Lifeguard Tower 1 and extends to the north-east. Students may enter the teaching area from adjacent to Life Guard Tower 1 east, north east along the sand bar. Lessons are to be given along the eastern edge of the sandbar to the north and toward the east. No students or instructors are allowed to enter the Bear Cut Nature Preserve.
 - Lessons may be given under the same strict rules and hours as documented in this Scope with one exception. From Memorial Day weekend through the weekend before Miami-Dade public schools start and Labor Day including WEEKENDS/HOLIDAYS, Basic Lessons, only, may be offered in the designated teaching area that does not include the usage of a board outside of the area between Lifeguard Towers 1 and 2.
 - Instructors are not allowed to ride a board during summer weekends and holidays.
- 2.9 **Hours of Operation**
Licensee will be open daily at Crandon Park (unless inappropriate weather conditions do not allow kite boarding, kayak and paddle boarding). Kite boarding, kayak and paddle boarding are allowed only during regular hours of operation of the Licensee, when there are minimum staffing levels and lifeguards are present. With the exception of one (1) staff member and one (1) Manager, ALL patrons and staff MUST exit Crandon Park by SUNSET. It is the responsibility of the Licensee to inform its customers of this Crandon Park rule in advance of their participation in their prospective water sport. Additionally, it is the responsibility of the Licensee to cease operations and call in its customers from the water at the appropriate time to meet the Crandon Park closing deadline. The Licensee is responsible for all watersports activities occurring at the Concession.

The Licensee shall fly a distinctive color flag designating when the Concession is OPEN and fly a distinctive color flag designating when the Concession is CLOSED.

2.9.1 The specific hours of operation of the Concession will be as follows:

- During summer (from Memorial Day weekend to September, Labor Day) - weekdays only (Monday to Friday) from 9:30 AM to 6:30 PM.
- During fall (day after Labor Day until Eastern Standard day) all week and weekends from 9:30 AM to 6:30 PM.
- During winter (Daylight Savings day to one day before time change) - all week and weekends from 9:30 AM till 4:30 PM
- During Spring (from time change day to one day before Memorial Day) all week and weekends from 9:30 AM to 6:30 PM

2.9.2 Licensee may not offer kite boarding and lessons to the public during weekends and holidays from Memorial Day weekend through the weekend before Miami-Dade County public schools start. The no kite boarding restriction shall include Labor Day weekend. Licensee shall not offer kite boarding, lessons, paddle boarding or kayaking during the annual County sponsored tennis tournament (Tennis Tournament) occurring at Crandon Tennis Center. No Kite boarding, including lessons, will be offered on Easter Sunday, Mother's Day and during the Tennis Tournament. Concession operation may close temporarily or for a period of time due to beach closures associated with weather, beach maintenance or water quality.

2.9.3 Licensee may request in advance to open outside of the hours of operations listed above under the following restrictions:

- Advance approval from the Park Manager; and,
- A Miami Dade County Lifeguard is hired by Licensee through MFD Special Events hiring process; and,
- Concession operations do not begin before ½ HOUR AFTER SUNRISE AND extend beyond ½ HOUR BEFORE SUNSET.

2.10 **Safety Closure of Kite Boarding, Kayaks and Paddle Boarding**

Paddle Boarding and Kayaks - The Licensee shall cease the rental of paddle boards and kayaks under the following conditions:

- Unsafe wind speed (14 mph sustained)
- Unsafe waves
- Unsafe tides/currents

Kite Boarding

- Sustained wind speeds in excess of 30 Knots (34 mph) requires closure of kite boarding activities.
- Wind conditions occurring such that kite boarders are unable to stay out the minimum distance of 600 ft. from the beach.

Licensee MUST request permission to close the Concession stand in advance from the Park Manager. A sign will be posted by the Licensee at the toll booth when the Concession is closed due to inclement weather or for any reason that restricts the kite boarding, kayak or paddle board usage.

If the Licensee requests to close operations for any reason, it does not release the Licensee of the responsibility to provide adequate supervision of its area of responsibility. A staff member of the Licensee is required to be present during the hours of operation to inform its customers that the concession is closed.

2.11 **Access and Use of Kayak Concession Building at Crandon Park by University of Miami**

The Licensee will have access and use of the North Concession Building as part of this Agreement. The University of Miami (the "University") has been authorized by PROS to conduct ongoing tidal research at Crandon Park, which requires the placement of testing equipment in a secured closet located within the North Concession building. Licensee shall allow University of Miami personnel to access this equipment during normal business hours and to at no time interfere, tamper or in any way disturb the University's testing equipment or the University's access to the area containing the testing equipment.

2.12 **Crandon Park Master Plan**

2.12.1 Licensee shall review and at all times abide by the terms and conditions contained in the Crandon Park Master Plan. There shall be no logos, signs, banners, flags, balloons, vending machines or any other means of sales or promotion visible from outside of any structure, whether temporary or permanent. At the time of all events, temporary directional

signs may be set up not sooner than the day before the event and these signs must be removed not later than the day after the last day of event. Such signs shall not include the names of sponsors. No logos shall be used on these signs. Signs shall not be placed in such a manner that they obscure any permanent signs, and in no case should they be nailed or otherwise fastened to any tree or existing sign. Signs shall not include electrical lighting, reflectors or any moving parts. The temporary directional signs shall be placed below the regular sign.

- 2.12.2 All advertising, promotion or merchandising, either expressed or implied, including but not limited to visual, organoleptic (taste and color), verbal or audio, shall be prohibited on exterior surfaces, on interior of windows if visible from any area surrounding the buildings, on any vehicles parked by the watersports concession building or any areas within Crandon Park. Advertising, promotional, or identifying umbrellas, banners, balloons or similar devices, outdoor vending machines, or merchandise awnings, bench advertising and similar devices, shall be prohibited on Crandon Park.
- 2.12.3 There shall be no overnight vehicle storage and/or trailer storage of any kind in Crandon Park without advance approval by PROS.
- 2.12.4 All promotional literature, telecasts, broadcast, or any other advertising promotion or medium, including flyers, prepared or organized by Licensee for kite boarding, stand-up paddle boarding and kayaking at Crandon Park shall identify and credit its location as "Crandon Park, Miami, Florida."
- 2.13 **Responsibilities of PROS**
PROS will provide Licensee with two (2) parking spaces reserved for its vehicles, located at the North Concession Stand. Working staff members will be allowed to enter Crandon Park for free.
- PROS will provide the Licensee with functional and operating shutters and doors at the time of Notice to Proceed. Licensee will maintain the building following inspection. The Licensee may request approval in advance through PROS for modifications of the building.

3.0 RESPONSE REQUIREMENTS

3.1 **Submittal Requirements**

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 **Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 **Evaluation Criteria**

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

Technical Criteria

Points

1. Proposer's experience, qualifications, and past performance related to the operation and maintenance of a water sports concession, and associated services as requested in this Solicitation	15
2. Relevant experience and qualifications of key personnel, including key personnel of any subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15
3. Proposer's operation plan, time frame, pro forma, and approach to providing the services/work requested in this Solicitation	40
4. Proposer's Management and Financial Resources	10
<u>Financial Criteria</u>	<u>Points</u>
5. Proposed Guaranteed Monthly Rent and Percentage of Monthly Gross Receipts	20

4.3 Oral Presentations

Upon completion of the criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business

pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Evaluation/Selection Committee a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. For online vendor registration, visit the Vendor Portal: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Then, the recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate at the time it submitted a response to the Solicitation by completing an Affirmation of Vendor Affidavit form as requested by the County.

b) Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

6.0 ATTACHMENTS

Proposal Submission Package
Proposer Information
Form B-1 Payment Proposal Schedule
Draft Form of License Agreement
Exhibit A 1
Exhibit A 2
Exhibit A 3